

Exhibit “A”

SUPREME COURT
STATE OF NEW YORK

COUNTY OF ORANGE

STATE FARM FIRE AND CASUALTY COMPANY
as Subrogee of Sydlane and Valerie Bhikarry,
(52-C005-7N8)

One State Farm Plaza
Bloomington, IL 61701

Plaintiff designates
Orange County as
the Place of Trial

SUMMONS

Plaintiff,

Index No:
Filed:

-vs-

TEAM ORION EUROPE, SA,
Pre-Fleuri 31
CH-1228 Plan-les-Ouates
Geneva
SWITZERLAND

Basis of Venue:
Place of cause of action

NEIDHART SA,
Pre-Fleuri 31
CH-1228 Plan-les-Ouates
Geneva
SWITZERLAND

SHENZEN GREPOW BATTERY CO., LTD.,
Wushigang, Chuangyi Road
Longhua Village, Bao An District
Shenzen
CHINA

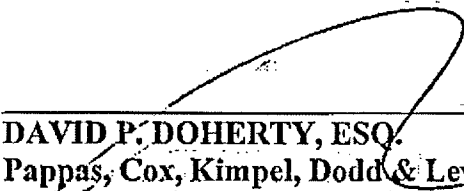
HORIZON HOBBY, LLC,
2904 Research Road
Champaign, Illinois 61822

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to Answer the Complaint in this action, and to serve a copy of your Answer within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after the service is complete if this Summons is not personally delivered to you in the State of New York; and in case of your failure to appear to Answer, Judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: 10/20/2022



DAVID P. DOHERTY, ESQ.
Pappas, Cox, Kimpel, Dodd & Levine, P.C.
Attorneys for Plaintiff
614 James Street, Suite 100
Syracuse, New York 13203-2220
Telephone: (315) 472-4481

SUPREME COURT
 STATE OF NEW YORK

COUNTY OF ORANGE

STATE FARM FIRE AND CASUALTY COMPANY
 as Subrogee of Sydlane and Valerie Bhikarry,
 (52-C005-7N8)

VERIFIED COMPLAINT

Plaintiff,

Index No:

Filed:

-VS-

TEAM ORION EUROPE, SA,
NEIDHART SA,
SHENZEN GREPOW BATTERY CO., LTD., and
HORIZON HOBBY, LLC,

Defendants.

The Plaintiff, State Farm Fire and Casualty Company, by its attorneys Pappas, Cox, Kimpel, Dodd & Levine, P.C., as and for a cause of action against the Defendants above-named, alleges and respectfully shows to the Court as follows:

1. The Plaintiff was and still is a foreign insurance company organized and existing by virtue of the laws of the State of Illinois, is duly authorized and licensed to transact insurance business within the State of New York, including Broome County, and has an office for the conduct of business located at One State Farm Plaza, in Bloomington, Illinois 61701.
2. Upon information and belief, and at all times mentioned herein, the Defendant Team Orion Europe, SA was and still is a foreign business corporation organized and existing by virtue of the laws of Switzerland, and has an office for the conduct of business located at Pre-Fleuri 31, CH-1228 Plan-les-Ouates, Geneva, Switzerland.
3. Upon information and belief, and at all times mentioned herein, the Defendant Neidhart SA was and still is a foreign business corporation organized and existing by virtue of the laws of Switzerland, and has an office for the conduct of business located at Pre-Fleuri 31, CH-1228 Plan-les-Ouates, Geneva, Switzerland.
4. Upon information and belief, and at all times mentioned herein, the Defendant Shenzen Grepow Battery Co., Ltd. was and still is a foreign business corporation organized and existing by virtue of the laws of China, and has an office for the conduct of business located at Wushigang, Chuangyi Road, Longhua Village, Bao An District, Shenzen, China.

5. Upon information and belief, and at all times mentioned herein, the Defendant Horizon Hobby, LLC was and still is a foreign limited liability company organized and existing by virtue of the laws of the State of Illinois, is duly authorized to transact business within the State of New York and has an office for the conduct of business located at 2904 Research Road, Champaign, Illinois 61822.

6. Upon information and belief, the Defendants have caused damages within the State of New York and have committed tortious causing injuries within the State of New York and the defendants regularly do and solicit business and engage in other persistent course of conduct and/or derive substantial revenue from goods used and or consumed for services rendered in the State of New York or expect or reasonably should expect the acts to have consequences in the State and to derive substantial revenue or international commerce.

7. Upon information and belief, the Defendants transact business within the State of New York, have contracted to provide goods and products within the State of New York and/or have engaged in negligent conduct and/or torts causing damages within the State of New York and regularly do or solicit business, or derive substantial revenue from goods used or services rendered in the State or expect or reasonably should expect the acts to have consequences in the State and derives substantial revenue from interstate or international commerce.

8. At all times mentioned herein, Sydlane and Valerie Bhikarry was and still are residents of the County of Orange and are the owners of the premises, personal property and furnishings located at 7128 Route 209, Port Jervis, New York 12771.

9. That at all times hereinafter mentioned, the Plaintiff had issued a policy of insurance insuring said premises, personal property and furnishings owned by Sydlane and Valerie Bhikarry.

10. Upon information and belief, located within the premises owned by Sydlane and Valerie Bhikarry were certain LiPo batteries manufactured and assembled by Shenzhen Grepow Battery Co., Ltd., which were distributed by and sold by the Defendants, Team Orion Europe, SA, Neidhart SA and/or Horizon Hobby, LLC. The Defendants warranted that these products would be fit for their ordinary and/or particular purpose of the product.

11. In addition, the Defendants owed a duty to Sydlane and Valerie Bhikarry to manufacture, assemble, distribute and/or sell the aforementioned LiPo batteries in a careful manner so that they would not be unreasonably dangerous to persons or property.

12. Upon information and belief, the LiPo batteries were defective, non-conforming, and the Defendants breached their agreements and warranties by providing LiPo batteries which were not fit for their ordinary and/or particular purpose. The products provided to Sydlane and Valerie Bhikarry were unreasonably dangerous, and defective. The batteries failed and caused a fire on the premises on November 3, 2019.

13. Upon information and belief, the Defendants were negligent in its design, manufacture, assembly, inspection, testing and/or sale of the subject LiPo batteries, thereby causing the product to be unreasonably dangerous.

14. Upon information and belief, as a result of the above breaches and negligent acts and/or omissions on the part of the Defendants, the LiPo batteries caused a fire on November 3, 2019 which resulted in damage to the premises and personal property owned by Sydlane and Valerie Bhikarry.

15. Solely as a result of the above-referenced breaches and negligent acts and/or omissions on the part of the Defendants, Sydlane and Valerie Bhikarry sustained damage to their premises and personal property in the sum of \$205,466.07.

16. The Defendants have wholly failed to pay said sum.

17. Pursuant to the insurance policy which the Plaintiff issued to Sydlane and Valerie Bhikarry the Plaintiff paid said sum to its insureds, less any deductible, and is subrogated to said claim and/or said claim was assigned to Plaintiff.

18. Plaintiff is therefore entitled to proceed against the Defendants for the damages caused by the Defendants' above-referenced breaches of contract, warranty, negligence and/or strict products liability in connection with the above-referenced matter. Thus, the Defendants are liable to Plaintiff for the sum of \$205,466.07.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS

PLAINTIFF ALLEGES THE FOLLOWING:

19. The Plaintiff repeats each allegation previously made and further alleges and shows the following:

20. Upon information and belief, the Defendants were negligent in the design, construction, manufacture, assembly, sale, marketing, distribution, inspecting and/or testing of the subject product and/or its component parts which were unreasonably dangerous and defective.

21. Upon information and belief, the above-mentioned negligent acts and/or omissions thereafter caused a fire on November 3, 2019 which was the proximate cause of the damages sought herein.

22. Accordingly, the Defendants are liable to Plaintiff for such damages in the amount of \$205,466.07.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST THE DEFENDANTS, THE

PLAINTIFF ALLEGES THE FOLLOWING:

23. The Plaintiff repeats each allegation previously made and further alleges and shows the following:

24. Upon information and belief, the Defendants introduced into the stream of commerce a product which was unreasonably dangerous and defective at the time of its delivery and/or at the time it left Defendants' hands.

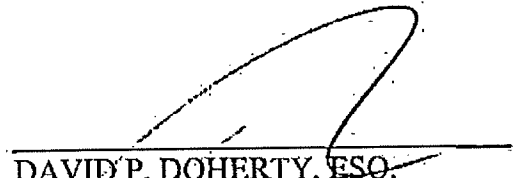
25. Upon information and belief, the product and/or its components was defective and unreasonably dangerous in design, construction, manufacture, assembly, sale, marketing, distribution, inspection and/or testing of the product and/or its component parts.

26. Upon information and belief, the above mentioned defects rendered the product unreasonably dangerous and was the proximate and/or producing cause of the damages from the fire described above.

27. Accordingly, Defendants are liable to Plaintiff in the sum of \$205,466.07.

WHEREFORE, the Plaintiff demands judgment against the Defendants on each Cause of Action in the sum of \$205,466.07 plus interest thereon, together with the costs and disbursements of this action, and such other and further relief as the Court may seem just and proper.

Dated: *10/21/22*


DAVID P. DOHERTY, ESQ.
Pappas, Cox, Kimpel, Dodd & Levine, P.C.
Attorneys for Plaintiff
614 James Street, Suite 100
Syracuse, New York 13203
(315) 472-4481
ddoherty@pappascoxlaw.com

SF a/s/o BHIKARRY (No.: 52-C005-7N8)

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

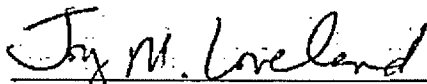
The undersigned, an attorney admitted to practice in the Courts of New York State, shows: that deponent is the attorney of record for Plaintiff, **State Farm Fire and Casualty Company, as Subrogee of Sydlane and Valerie Bhikarry**, in the within action; that deponent has read the foregoing instrument and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. Deponent further says that the reason this verification is made by deponent and not by the Plaintiff, **State Farm Fire and Casualty Company, as Subrogee of Sydlane and Valerie Bhikarry**, is that the Plaintiff is not within the County of Onondaga, which is the County where the Deponent has his office.

Deponent further says that the grounds of deponent's belief as to all matters therein stated on information and belief, are derived from his review of all the records and materials the Deponent received from the Plaintiff State Farm Insurance Companies concerning the subject loss of November 3, 2019.



DAVID P. DOHERTY, ESQ.

Sworn to before me this 20th day
of October, 2022.



Notary Public

JOY M. LOVELAND
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Onondaga County
No 01LO6195932
My Commission Expires November 03, 2024

Job # 8358211

Ref #

Affidavit of Process Server

In The Supreme Court of the State of New York in and for the County of Orange

(NAME OF COURT)

State Farm Fire and Casualty Company, as Subrogee of Sydlane and Valerie Bhikarry (52-C005- VS Team Orion Europe, SA, et al 2022
PLAINTIFF/PETITIONER DEFENDANT/RESPONDENT CASE NUMBER

I Sharlene Brooks, being first duly sworn, depose and say: that I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized to perform said service.

Service: I served Horizon Hobby, LLC
NAME OF PERSON / ENTITY BEING SERVED

with (list documents) Summons; Verified Complaint; Notice of Electronic Filing (Received Feb 8, 2023 at 1:27pm EST)
by leaving with Teresa Grandison, Intake Specialist authorized to accept
NAME/RELATIONSHIP/TITLE

Service Address: Cogency Global, Inc., Registered Agent 850 New Burton Rd., Suite 201, Dover, DE 19904

On Wed, Feb 08 2023 AT 03:30 PM
DATE TIME

Thereafter copies of the documents were mailed by prepaid, first class mail on
DATE

from
CITY STATE ZIP

Manner of Service:

- ☐ Personal: By personally delivering copies to the person being served.
☐ Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of 18 and explaining the general nature of the papers.
☐ Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.
☒ Corporate: By personally delivering copies to the person named above.
☐ Posting: By posting copies in a conspicuous manner to the front door of the person/entity being served.
☐ Inquired if subject was a member of the U.S. Military and was informed they are not.

Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

- ☐ Unknown at Address ☐ Moved, Left no Forwarding ☐ Service Cancelled by Litigant ☐ Unable to Serve in Timely Fashion
☐ Address Does Not Exist ☐ Other

Description: Age 35 Sex Female Race African American Height 5'6" Weight 230 Hair Brown Beard Glasses

Date: February 09, 2023

Sharlene Brooks
SIGNATURE OF PROCESS SERVER

Subscribed and sworn before me a Notary Public of the State of Delaware on February 09, 2023 (Date)

KIMBERLY J. RYAN
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires March 31, 2024

Kimberly J. Ryan
SIGNATURE OF NOTARY PUBLIC
NOTARY PUBLIC for the State of Delaware